

LEASING OF LAND FOR FARMING PURPOSES FOR  
THE  
TOWNSHIP OF MANSFIELD

BID OPENING  
11:00 A.M. PREVAILING TIME  
WEDNESDAY, October 14, 2020 AT THE  
TOWNSHIP OF MANSFIELD  
100 PORT MURRAY ROAD, PORT MURRAY, NJ

Dena Hrebenak, RMC

## NOTICE TO BIDDERS

Sealed bids will be received by the Township of Mansfield Municipal Clerk for vendors interested in farming property owned by the Township of Mansfield until Wednesday, October 14, 2020 at 11:00 A.M. prevailing time, at which time the bids will be opened in the Municipal Meeting Room in the Township of Mansfield Municipal Building, 100 Port Murray Road, Port Murray, NJ, on the appropriate date and time as shown in this notice.

The Township will not be responsible for the late delivery of bids, regardless of the method of delivery. Bids received after the designated date and time will not be considered.

Information on this Bid is on file in the Office of the Municipal Clerk, Township of Mansfield Municipal Building, 100 Port Murray Road, Port Murray, NJ, and may be inspected during regular business hours. Potential respondents will be furnished with copies of the same upon request.

Bids must be submitted on Official Bid Sheets provided in the manner designated. Return all pages of this Bid as they will become part of the contract documents between the Township of Mansfield and the successful vendor (contractor).

Bids are to be delivered to:      Office of the Municipal Clerk  
   Township of Mansfield  
   100 Port Murray Road  
   Port Murray, NJ 07865

Bids will not be accepted by fax or email.

Indicate on the outermost envelope for mailed bids "Bid for Lease of Land for Farming Purposes-Township of Mansfield Block 1402, Lot 5".

The Township of Mansfield reserves the right to reject any and all bids when it is deemed in the best interest of the Township.

Any questions regarding this Bid prior to the opening may be addressed to the Office of the Municipal Clerk, Township of Mansfield Municipal Building, 100 Port Murray Road, Port Murray, NJ 07865, (908) 689-6151 ext 128 or by email [dhrebenak@mansfieldtownship-nj.gov](mailto:dhrebenak@mansfieldtownship-nj.gov).

Dena Hrebenak  
Municipal Clerk

## **LEASE OF TOWNSHIP-OWNED FARMLAND**

The Township of Mansfield is interested in leasing solely for agricultural or horticultural uses various open spaces for the below listed property.

Bids should be submitted for a price per tillable acre for these parcels on the tax map of the Township of Mansfield in the County of Warren, State of New Jersey.

### **TOWNSHIP RECREATION PARK AREA**

<u>Block/Lots</u>	<u>Acres Total/Tillable</u>	<u>General Location</u>
1402/5	50 +/-	Port Murray Road

### **Property**

1. The tillable acres shown above are approximate. It is the bidder's responsibility to become familiar with the property prior to bidding.
2. Any buildings on the property belong to the Township and are not available to the lessee for any reason, including any storage of animals, equipment, tools or farm/garden products or any postings not authorized by the Township.
3. The Township makes no representations or warranties regarding the property as to the conditions existing there or fitness to be used for any particular purpose. The parcel is being offered in as "AS IS" condition.
4. The adjacent property of the subject land of the subject land is used by the township as a recreational facility for people and pets and includes trails, fields, tennis courts, parking areas, and more. It is understood that these areas will be used by the public in accordance with the Township Ordinances governing the use of same.

### **Award of Contract**

5. The minimum bid will be \$80.00 per tillable acre. The Township reserves the right to reject any and all bids which do not meet the minimum. The award will be based on the highest bid for the above listed parcel.
6. By bidding, the bidder agrees to the conditions listed in these specifications. Any exceptions to these specifications or conditions shall be noted in the bid proposal.

### **Term of Contract**

7. The term of the five-year lease would be from April 1, 2021 to April 1, 2026. The lease will be rebid in June of the fifth year.

8. All rights and liabilities of the lease will be imposed upon the lessee, executors, heirs, administrators, successors and assigns.

### **Termination**

9. In the event that the Township determines that it needs to utilize any or all of these properties for recreational purposes, ninety days advance written notice will be given to the Lessee. The lease will then become null and void, and any payment received from the Lessee for that year shall be returned. Notwithstanding this provision, the Lessee shall be permitted to harvest any crops planted prior to receipt of the ninety day written notice.
10. Non-performance under the contract as written in accordance with these specifications and written or oral agreements with the Township will be grounds for the Township to immediately terminate the contract.
11. Lessee may terminate the lease upon written notice of not less than ninety (90) days served upon the Township by certified mail.
12. Upon breach of any part, section or condition of the lease, the Township or lessee can declare the lease terminated on ninety (90) days written notice to the other. Upon receipt of the notice of termination, there will be thirty (30) days to cure the breach.
13. If, at any time during the term of the lease, the lessee will make an assignment for the benefit of creditors, be adjudged insolvent or bankrupt, or a receiver by appointed for the lessee, the Township may immediately terminate this lease by serving notice by certified mail, return receipt requested, upon lessee, or the assignee, receiver, trustee or agency or person appointed to oversee the lessee's affairs. Such termination shall not release or discharge any liability owing the Township.
14. Upon the termination of the lease, all equipment, machinery and all items from the property must be removed within thirty (30) days following the termination date, unless additional time is granted by the Township in writing.

### **Use of Premises**

15. The parcel is available for lease solely for agricultural/horticultural uses. It shall be used for the harvesting of agricultural crops such as wheat, vegetables and flowers. Farming will be permitted on that portion of the property currently being used for planting, cultivating, growing and harvesting agriculture crops. These areas cannot be expanded without first obtaining the Township's written consent.
16. A proposed crop plan will be filed with the Township identifying the likely crop and likely planting schedule for the parcel.
17. The Township may request an annual report of the operations of the property.
18. Lessee may not fence or gate the property for any reason.

### **Maintenance**

19. The lessee will be responsible for full maintenance of the farmed property.

20. The Township shall not be responsible for any damage to the Lessee's crops and /or agricultural output by the public. Lessee shall be responsible to post the property
21. The premises shall be maintained in the condition received, with the exception of normal wear and tear, at no additional cost to the Township.
22. Roads, driveways, paths and parking areas to, from and within the leased properties, that the lessee utilizes, shall be kept free of dirt and other evidence of the lessee's use of the land.
23. Lessee will not change or erect any improvements, or cut, injure or remove any trees or shrubs, or make or allow any physical change in the natural conditions of the property without the prior written approval of the Township.
24. The lease will be subject to all easements and rights of way, public or private, or record or not of record; rights of any public utilities serving the property; deed restrictions, if any, running with the land, development ordinances of the Township, occupancy of the property; and Best Management Practices of the New Jersey Department of Agriculture and the USDA Soil Conservation Service.
25. The Township, agents and employees will have the right and privilege of entering upon the property at reasonable times for purposes of inspection, repairs or improvements, consultation, and other reasonable purposes that do not interfere with the ability to carry out regular farming operation.
26. There shall be no storage or discharge of any substances defined as "hazardous substances and/or hazardous waste" or other hazardous or toxic substances on the property. No business shall be operated on the property which has a Standard Industrial Classification (SIC) major group number, as defined in the most recent issue of the SIC Manual issued by the Federal Office of Management and Budget which is subject to ISRA

#### **Insurance/Indemnification**

27. The lessee will agree that there will be no liability upon the Township or its agents arising out of the use of the property by the lessee, employees, licensees, subtenants/caretakers, agents or invitees, and the lessee will agree to indemnify and save harmless the Township and its agents from liability of any kind of which the Township may be put by reason of any injury or claim of injury to persons or property resulting or arising from the use by the Lessee, employees, licensees, subtenants/caretakers agents or invitees of the property.
28. The lessee will provide before the start of the lease a comprehensive policy of general liability insurance, with contractual liability endorsements, naming the Township as an "additional insured," insuring the lessee and Township against any liability commonly insured against and occasioned by accident resulting from any act or omission in or about the property. The policy is to be written by an insurance company qualified to do business in the State of New Jersey. The policy shall be with limits not less than one million and one/100 (\$1,000,000.00) dollars in respect to any one person, in respect to any one accident, and in respect of property damage. At least fifteen (15) days prior to the expiration or termination of any policy, the

lessee will deliver a renewal or replacement policy with proof of the payment of the premium.

29. The Township needs to be notified of any changes in the amount of the insurance during the term of the lease upon thirty (30) days written notice.

#### **Property Utilization**

30. The only material to be removed from the property will be the agricultural product that the farmer planted. No soil may be removed from the property, nor may any trees be cut or removed from the property, without prior written consent of the Township.
31. Farm machinery cannot be stored on the property, except during those periods when it is being utilized on the property. The Township will not be responsible for any damage to or loss of any of Lessee's equipment or materials used or stored on the property.
32. No signs or advertisements of any description are to be posted on the parcel, other than approved by the Township in writing. Lessee can erect no trespassing/no hunting signs on the property. The lessee will be responsible for the cost and maintenance of all signs.
33. Lessee will arrange and pay for removal and disposal of all garbage, rubbish or other waste.
34. No structures, buildings or additions can be erected on the property without written approval of the Township. Similarly, no structures, buildings or additions can be demolished without written permission from the Township.
35. There shall be no crops planted in areas designated by the Township as trailed or public parking areas. Trails around the edges of the fields, existing farm roads, and any other locations deemed necessary by the Township will be maintained as public access areas.
36. Lessee is required to notify the Township in writing at least 3 business days prior to the application of pesticides or any other chemical.

#### **Bid Submission Requirements**

37. The deadline for submitting a bid is **11:00 a.m. October 14, 2020**. Bids received after that time will be rejected. Bids should be submitted in a sealed envelope with the attached identification page attached to the outside.
38. A **10% deposit of the annual lease price** shall be included with the bid. The remaining amount that is due on the annual lease shall be paid to the Township before the commencement of the contract.
39. If a higher bid is received and the lease awarded to a different bidder, the deposit will be returned in its entirety after the award of the contract.
40. The township shall reserve the right to reject all bids.

**Bid B2015-01--Lease of Township-Owned Farmland – RECREATION PARK FARM  
PROPERTY**

**Bid Opening: October 14, 2020 at 11:00 am**

**BID FOR RECREATION PARK FARM PROPERTY**

TOTAL TILLABLE ACRES 50 +/-

Bid price per tillable acre (Minimum bid \$80/acre) for a five (5) year lease

\_\_\_\_\_ DOLLARS \$\_\_\_\_\_ per tillable acre

**BE SURE TO ATTACH CASH, SEPARATE CERTIFIED CHECK OR BANK CHECK  
FOR TEN (10%) PERCENT OF THE FIRST YEAR'S LEASE ON EACH OF THE  
AREAS BEING BID.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative (Signature and Printed)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
e-mail (if available)

\_\_\_\_\_  
Date

## QUALIFICATION PAGE

Please state below description and location of current agriculture/horticulture business in which bidder is involved.

Please state below the agriculture/horticulture business which is intended for the parcel listed in this bid and the method to be used for harvesting these products.

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Company

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Company Representative (Signature and Printed)

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Date



## EXCEPTION PAGE

Please list below any and all exceptions to the specifications and conditions noted above.

☐ No exceptions taken

☐ The following exceptions are taken:

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**ATTACH TO OUTSIDE OF BID  
DELIVER TO PURCHASING**

BID NUMBER

B2020-01

**LEASE OF TOWNSHIP-OWNED FARMLAND—**

BIDDER:

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Name

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Address

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